

Residential Electric Vehicle Off-Peak Charging Program Terms & Conditions

By applying to the Butler Rural Electric Cooperative Inc. (“Cooperative”) Residential Electric Vehicle (“EV”) Off-Peak Charging Program (“Program”) you are agreeing to these terms and conditions forming a binding agreement between the qualifying Residential Members (“Member”) and the Cooperative (the “Agreement”). No changes to this Agreement or the Program, shall be binding unless agreed to in writing by the Cooperative. Participation in the Program is subject to the Member’s compliance with any and all policies set forth by the Cooperative.

1. Program Agreement

The Member acknowledges that all information provided as part of the Program application is truthful. The Cooperative reserves the right to reject any application and may terminate the Member’s participation in the Program if any information submitted as part of the application is untruthful. All application information and any accompanying documentation become the property of the Cooperative upon submission.

2. Purpose

The Cooperative strives to improve the efficiency of the electric grid and control costs for Members. To this effort the Cooperative is working to encourage lower cost, off-peak EV charging by offering an EV Service Rider (“Rider”), Whole House Time-of-Day Rate (“Rate”), and a one-time rebate (“Rebate”) payment to single family residential Members with a Level 2 EV Charger.

a. EV Service Rider And Whole House Time-Of-Day Rate

The Member agrees to enroll in the Rider, attached as Exhibit A, or the Rate, attached as Exhibit B, by participating in the Program. Net Metering accounts are not eligible and would need to convert to Net Billing to participate. The Rider and Rate are reviewed annually to determine necessary adjustments, based upon current cost factors. They are subject to more frequent review, should economic and/or environmental conditions dictate and at the Cooperative’s discretion. Notification will be made sixty (60) days prior to any distribution rate adjustment.

b. Multiple Level 2 EV Chargers

The Rebate is available on a one-time basis for one Level 2 EV charger. Additional Level 2 EV chargers at a given Member household are not eligible for the Rebate. Eligibility for the Rider is contingent upon all Level 2 EV Chargers being a part of the dedicated sub-meter load.

c. Rebate

The Rebate is a one-time payment in the amount of \$1,000. Payment will be made via mailed check or bill credit within eight (8) weeks of an approved application, on-site inspection, and installation of the sub-meter (if applicable). Each household is eligible for one Rebate. Rebates are not guaranteed and are based on availability of funds and Program participation.

3. Member Eligibility

To participate in the Program a Member must meet the following requirements:

- The Member must have an active account with the Cooperative with loads not exceeding 50 kilowatts and which does not include lighting or seasonal. (If you are not sure if your account meets these requirements please review your bill or contact the Cooperative.)
- The Member must be in good standing with the Cooperative. Good standing includes but is not limited to being current/up to date/ paid/not delinquent on all open accounts.
- The Member must own or lease a plug-in EV. Proof of purchase or lease agreement must be submitted with the program application.
- The Member must agree to participate in the Program for a minimum of three years.

- The Member must pay for a qualified electrician to install a separate, dedicated 240V, minimum 30 amp circuit for EV charging only, or already have a separate 240V, minimum 30 amp circuit for EV charging. If enrolled in the Rider, a dedicated sub-meter must be installed in the circuit in a location mutually agreeable to the Cooperative. The Cooperative will provide a 100 Amp sub-meter base free of charge to be installed by the qualified electrician. The Cooperative will provide and install the sub-meter free of charge.
- If two or more Level 2 EV charging stations are located at the residence, all charging stations must participate in the Program and abide by these Program Terms & Conditions.

4. Residential EV Charging Station

The Program offers Members the opportunity to install and use (at the Member's sole cost) any type of residential level 2 EV charging station they prefer whether that be a standard, non-WiFi connected charger or a smart WiFi connected charger. The charger can either be hardwired or connected via a 240V outlet. The only requirement is that the charger be installed downstream of the dedicated sub-meter. Popular EV charger brands include but are not limited to; Tesla Home Wall Connector, ChargePoint Home Flex, JuiceBox Smart, Siemens VersiCharge, and ClipperCreek HCS- 40. The Member is responsible for paying for and managing the installation of the dedicated EV circuit including the installation cost of the 100 Amp sub-meter base (if applicable), obtaining any necessary permits and/or inspections, and purchasing their preferred EV charger.

5. Sub-Meter

a. Meter Installation

Upon application approval and installation of the circuit, a metering technician will visit the site to install the sub-meter (if applicable, if the Member enrolls in the Whole House Time-of-Day Rate, a sub-meter is not required or installed) and conduct an on-site inspection to verify that all conditions of the Program are satisfied prior to enrollment in the Program and the Rebate payment. The Member agrees to provide Cooperative representatives reasonable access to the installation location/site upon request and during normal business hours.

b. Meter Location

The dedicated sub-meter must be installed in a mutually agreeable location, preferably on the exterior of the home near the existing primary house meter. In the event the Member and the Cooperative cannot agree to a location, the Cooperative shall have the final approval for the sub-meter's location. The sub-meter base must be wired according to the Cooperative's requirements concerning meters and in compliance with the National Electric Code and local or Ohio Electric Code requirements. The sub-meter is the Cooperative's standard residential AMI meter used in residential metering applications. The sub-meter will be installed once the 240V circuit is installed and has passed all necessary inspections. If two or more Level 2 EV charging stations are located at the residence, they must be wired into the same dedicated EV sub-meter. No other connections can be made into the sub-meter without prior written approval from the Cooperative. Any attempt to tamper with the sub-meter, will be considered a breach of the agreement and could result in the loss of all Program benefits and the obligation to reimburse the Cooperative for any damages or losses caused by such action.

6. Program Subject to Availability

Program participation is limited and the Rebate payment is not guaranteed. The Member must timely comply with the Cooperative's application process in order to enroll in the Program and receive the Rebate payment. The Rebate will be awarded at the Cooperative's discretion to qualifying Members upon compliance with the terms of this Program, and on a first come, first served basis. The Program may be modified without prior notice and may be terminated when the Cooperative determines the Program goals are met or funds are exhausted.

7. Construction and Installation

It is the Member's sole responsibility to manage the hiring, installation and payment to any contractor(s) for the construction of the electrical upgrades and/or EV charging stations. If the installation requires an upgrade of the electric service or transformer, the Member will be responsible for the costs, as determined by Cooperative policies.

8. Permits

The Member shall obtain and comply with all permits required by their local jurisdiction, State of Ohio, property owner, and/or homeowner association requirements regarding local conditions, restrictions, codes, rules, and regulations for, among other things, the installation of the dedicated circuit, meter box and/or EV charging equipment. The Member shall obtain such permits prior to the initiation of any electrical work. For the avoidance of doubt, the Member is not responsible for obtaining permits for work to be performed by the Cooperative.

9. Indemnification/Disclaimer of Warranties

The Member hereby agrees to indemnify, defend, and hold harmless the Cooperative including its elected and appointed officials, officers, representatives, agents and employees (collectively, the "Indemnities") from and against any and all claims, losses, actions, third party claims, damages, or injury to persons or property of any kind (collectively "claims") arising from or related to Member's misuse, misapplication, or installation, construction of the charging station, performance under this Agreement, failure to retain required permits, and approvals, or any other claims related to or arising from the Member's negligence or misconduct or the negligence of the Members contractors or subcontractors, except to the extent such claims arise out of the sole gross negligence of the Cooperative.

THE COOPERATIVE HEREBY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, PERFORMANCE, AND LONGEVITY, USE, OR APPLICATION OF THE ITEM(S) OR MEASURE(S), MANUFACTURERS, DEALERS, CONTRACTORS, OR ANY OTHER THIRD PARTIES, MATERIALS, WORKMANSHIP, THE QUALITY, SAFETY AND/OR INSTALLATION OF THE ITEM(S) OR MEASURE(S), EFFECTS ON POLLUTANTS OR ANY OTHER MATTER WITH RESPECT TO THE PROGRAM. MOREOVER, THE COOPERATIVE SHALL NOT BE RESPONSIBLE FOR THE QUALITY OF ELECTRICAL UPGRADES AND EV CHARGING STATION EQUIPMENT INSTALLATION OR THE INSTALLER'S FAILURE TO COMPLY WITH APPLICABLE LAWS AND/OR SAFETY STANDARDS. FURTHERMORE, WITH RESPECT TO THE MEMBER'S USE OF THE CHARGING STATION, SUCH USE IS AT THE MEMBER'S SOLE RISK.

10. Loss of Eligibility

The Member must notify the Cooperative immediately if;

- The plug-in EV is destroyed, stolen, sold, and/or removed from the location enrolled in the Program and not replaced with a comparable plug-in EV within sixty (60) days or a reasonable period determined by the Cooperative.
- Sub-meter or charging station is damaged, altered or removed.
- Program terms and conditions are no longer met for any reason.
- The Member no longer owns or leases an EV.

Failure to notify the Cooperative may result in the termination of this Agreement, and the obligation to reimburse the Cooperative for all damages or losses caused by such action, at the Cooperatives option.

11. Governing Law

This Agreement shall be governed in all respects by the laws of Ohio and any applicable federal law. Both parties consent to jurisdiction under the state and federal courts within Ohio. The parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The venue for any disputes permitted under this Agreement is the following county: Hamilton.

12. Assignment

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or party by the Member, and any assignment shall be considered null and void and terminate the Member's participation in the Program. The Cooperative may assign this Agreement without notice.

13. No Waiver

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of the Cooperative. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of the Cooperative to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

14. Severability

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

15. Force Majeure

The Cooperative is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

16. Notice

Any notices to the Cooperative should be sent to: 3888 Stillwell Beckett Road, Oxford, Ohio 45056.

17. Entire Agreement

This Agreement is the entire agreement between the parties and supersedes all previous understandings, communications or agreements, whether written or oral.

MEMBER

Signature: _____

Name: _____

Date: _____

BUTLER RURAL ELECTRIC COOPERATIVE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

**BUTLER RURAL ELECTRIC COOPERATIVE, INC.
RIDER EV-32
ELECTRIC VEHICLE SERVICE RIDER**

AVAILABILITY

Available as a rider to Schedules A-01, DF-05, GS-07, and ETS-09 for qualifying residential consumers with loads not exceeding 50 kWd, subject to established rules and regulations of the Cooperative. To qualify, the residential consumer must have a battery charging system for the purpose of charging a licensed electric motor vehicle which is either owned or leased by the consumer. Service under this rider is subject to the consumer's participation in the Cooperative's electric vehicle charging program that includes installation of a submeter which will solely measure the usage of the electric vehicle charging equipment. Rider EV-32 is limited to 50 consumers. Consumers utilizing Rate Schedule NM-20, Net Metering, are not eligible for Rider EV-32.

TYPE-OF-SERVICE

Single-phase or multi-phase, 60 hertz, at available secondary voltage.

MONTHLY RATE

The following sur-charges and credits will be applied to the demand and energy delivered by the Cooperative to the charging system as measured by a sub-meter:

Distribution:

Off Peak kWh Credit	@	\$(0.0171) per kWh
On-Peak Demand Surcharge	@	\$ 0 for demands less than 1.0 kW
		\$2.86 per kW for demands >= 1.0 kW

Generation and Transmission:

Critical Peak kWh Surcharge	@	\$0.139 per kWh
On-peak kWh Surcharge	@	\$0.015 per kWh
Off peak kWh Credit	@	the Schedule A-01 non-variable rate as calculated per Schedule GTC

DEFINITIONS OF ON-PEAK DEMAND AND CRITICAL PEAK kWh

1. On-Peak Demand is the maximum 60-minute demand measured from 6:00 a.m. to 10:00 p.m. every day during the billing month.
2. Critical Peak kWh is all kWh used between the hours of 2:00 p.m. and 6:00 p.m., on June through September weekdays, excluding July 4th and Labor Day.
3. On-peak kWh is all kWh used from 6:00 a.m. to 10:00 p.m. every day, excluding Critical Peak kWh.
4. Off peak kWh is all kWh used between 10:00 p.m. and 6:00 a.m. every day.

**BUTLER RURAL ELECTRIC COOPERATIVE, INC.
RIDER EV-32
ELECTRIC VEHICLE SERVICE RIDER**

CONDITIONS OF SERVICE

1. This is a rider to Schedules A-01, DF-05, GS-07, and ETS-09 and all provisions of those Schedules apply.
2. The supply of electricity to the charging system must be via a dedicated hard-wired circuit, single-phase, at no more than 240 volts, nor more than 100 amperes.
3. The service to the charging system must be sub-metered.
4. kW and kWh Credits and surcharges applied for the submeter will be limited to coincident values supplied through and measured on the master meter.
5. Service under Rider EV-32 shall be for a minimum of thirty-six (36) consecutive months.

**BUTLER RURAL ELECTRIC COOPERATIVE, INC.
SCHEDULE A-TOD
TIME OF DAY RATE**

AVAILABILITY

Available as an alternative schedule for consumers otherwise served on Schedules A-01. Schedule A-TOD is limited to 50 consumers. Consumers utilizing Seasonal Service or Rate Schedule NM-20, Net Metering, are not eligible for Schedule A-TOD.

TYPE-OF-SERVICE

Single-phase or multi-phase, 60 hertz, at available secondary voltage.

MONTHLY RATE**Distribution Charges:**Distribution Base Charge

Single-phase		\$42.00 per month
Multi-phase		\$70.00 per month

Distribution Energy and Demand Charges

On-peak kW	@	\$2.86 per kW
All kWh	@	\$0.0396 per kWh

Generation and Transmission Charges:

Non-variable Charges:

Critical Peak kWh	@	The Schedule A-01 non-variable rate as calculated per Schedule GTC, plus \$0.139, per kWh
On-peak kWh	@	The Schedule A-01 non-variable rate as calculated per Schedule GTC, plus \$.015, per kWh
Variable - All kWh	@	The Schedule A-01 variable rate as calculated per Schedule GTC, per kWh

DEFINITIONS OF ON-PEAK DEMAND AND CRITICAL PEAK kWh

1. On-Peak Demand is the maximum 60-minute demand measured from 6:00 a.m. to 10:00 p.m. every day during the billing month.
2. Critical Peak kWh is all kWh used between the hours of 2:00 p.m. and 6:00 p.m., on June through September weekdays, excluding July 4th and Labor Day.
3. On-peak kWh is all kWh used from 6:00 a.m. to 10:00 p.m. every day, excluding Critical Peak kWh.
4. Off peak kWh is all kWh used between 10:00 p.m. and 6:00 a.m. every day.

**BUTLER RURAL ELECTRIC COOPERATIVE, INC.
SCHEDULE A-TOD
ELECTRIC VEHICLE SERVICE RIDER**

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the appropriate Distribution Base Charge above, plus applicable adjustments.

TERMS OF PAYMENT

The above rates are net. Bills are due within 15 days after they are mailed. The service may be disconnected if not paid by the due date. In the event the current month's bill is not paid by the due date, the gross rate shall apply. The gross rate is 7% higher than the net rate.

RATE REVIEW

The above rate schedule is reviewed annually to determine necessary adjustments, based upon current cost factors. This schedule is subject to more frequent review, should economic and/or environmental conditions dictate. Notification will be made 60-days prior to any "Distribution" rate adjustment.

MEMBER ELIGIBILITY

To participate in the Program a Member must meet the following requirements:

- The Member must have an active account with the Cooperative with loads not exceeding 50 kilowatts and which does not include lighting or seasonal. (If you are not sure if your account meets these requirements please review your bill or contact the Cooperative.)
- The Member must be in good standing with the Cooperative. Good standing includes but is not limited to being current/up to date/ paid/not delinquent on all open accounts.
- The Member must agree to participate in the Program for a minimum of 12 months.